

Products2U Terms of Use and Privacy Policy

Introduction

Products2U is licensed to You (End-User) by Products2U Sdn Bhd. located at 06-06-01. Block 6. Star Central Corporate Park. Cyberjaya. Selangor 63000. Malaysia.

The term “application”, “Products2U” and “Products2U Sdn Bhd” in this Terms and Conditions are used interchangeably, depending on the suitability of the context and may also refer to the business unit as a whole, including but not limited to the backend, source code, front end website.

This Terms and Conditions, and its policies may be changed from time to time and are in effect immediately after it is updated.the changes on our Services

By downloading Products2U and any update thereto (as permitted by this Terms and Conditions) You indicate that You agree to be bound by all of the terms and conditions and that you accept this Terms and Conditions.

1 Eligibility

You must register a Products2U account in order to utilise the Services. Individuals or businesses who are able to form legally binding contracts under relevant laws are eligible to use our services. Without limiting the above, our Services are not available to anybody under the age of 18, people who have been suspended from our Services, or those who we, in our sole discretion, believe pose an unacceptable risk to our Services or other users.

2 The legal relationship between you and Products2U

Products2U is a bill payment platform, mobile reload service provider and e-commerce platform. By hosting, maintaining, and offering our Services to you via the Internet, Products2U serves as a digital Wallet service provider.

Products2U is a payment facilitator that assists you in making payments to third-party service providers. We take action in response to instructions and requests received through your Products2U account to utilise the Services, which require us to deduct points from your Products2U account balance in order to pay the Service Providers.

3 Maintenance and Use of Your Products2U Account

3.1 Debiting credits to your Products2U Account

You can top-up your Products2U account via in-app FPX payment or transfers Products2U bank account, which is:

– MAYBANK 5686-0304-6401 (PRODUCTS2U SDN BHD)

For both payments, the minimum top up is RM50 per transaction.

Transfers will be processed within 2 hours during banking hours. For non-banking hours, it will be processed on next banking day.

We require you to provide Products2U with proof of identification before you can perform transactions through your Products2U account, as specified in our Privacy Policy. As part of our Know Your Customer (KYC) policy, we need this information to verify your identity. Through your Products2U account, you can only make bill payments in the range of RM10 to RM1,000 per transaction per account per day. You can make payments for other services up to the quantity of credits in your Products2U account.

3.2 Withdrawal of credits from Products2U Account

Products2U credits will not be able to be withdrawn. All Products2U credits must be spent entirely within the Products2U app.

4 Discrepancy and Errors

Products2U must be notified of any discrepancies or inaccuracies within ten (10) working days through email or call centre, failing which Products2U shall not be liable for any further disputes or claims.

5 Account Password and Security

You are entirely responsible for keeping your login name, account, and password secure, as well as restricting access to your computer [device?] to prevent unauthorised access to your Products2U account. You agree to be responsible for all activities that take place under your Products2U account or password, whether or not you authorised them. Take all necessary precautions to ensure that:-

- At the end of each session, you log out of your Products2U account;
- Your password is kept private and secure. If your password has been compromised, is being used, or is likely to be used in an unauthorised manner by others, please notify us immediately.
- Products2U maintains the right, at its sole discretion, to refuse transaction instructions and cancel accounts.

6 Accuracy of information

Please ensure the accuracy and completeness of the information you supply when registering and opening your Products2U account. Please notify Products2U immediately if there are any changes or alterations to the information you supplied during registration.

7 Products2U Privacy Policy

Use of Products2U is further regulated by the Products2U Privacy Policy which can be found at:

<https://p2u.kat.com.my/privacy-policy>

8 Your Conduct

Products2U prohibits the use of its services for illicit purposes. To safeguard itself and its users, Products2U has the right to take preventative or corrective actions.

You must not use your Products2U account in any way that disrupts, damages, or impairs the application, the Products2U accounts, or access to it in any way, and you must use the application legitimately and in accordance with the legal requirements.

You must understand and acknowledge that by using the application, you may be exposed to offensive, indecent, or objectionable internet material. Products2U shall not be liable in any way for any content, including any exposure to offensive, indecent, or objectionable content, any errors or omissions in any contents, or any loss or damage of any kind of information as a result of the use of any content posted, emailed, or otherwise transmitted via the application by its users.

You are prohibited from using the Services or our application in respect of the following:

- For fraudulent purposes, with the aim to commit a criminal offence or engage in other unlawful, indecent, or immoral behaviour; To send, use, or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene, or menacing; or to use it to violate copyright, trademark, confidence, privacy, or any other right; or to use it in an objectionable manner or likely to cause or stir racial or religious disharmony; or to use it in an objectionable manner or likely to cause or stir racial or religious disharmony; or to use it in an objection.
- To programme, send, use, or reuse any data that contains viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, secretly intercept, or expropriate any system, data, or other personal information;
- Do anything that puts Products2U in jeopardy or causes Products2U to lose access to our ISPs or other suppliers (in whole or in part).
- If you use, or attempt to use, the Services for purposes other than making payments and managing your Products2U account, such as tampering, hacking, modifying, or otherwise corrupting the security or functionality of the Services, your Products2U account will be automatically terminated, and you will be liable for damages and/or possible penalties, including criminal penalties.

9 Indemnity

You agree to indemnify and hold Products2U, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including all legal fees (on a solicitor-client basis), made by any third party due to or arising out of content you submit, post to, transmit or make available through the application, your use of the application, your connection to the application, your violation of the Terms and Conditions, your violation of any rights of any other person, or your breach of any applicable law.

10 Links

The application or third parties may provide, links to internet banking sites, other sites or resources. You acknowledge and agree that Products2U has no control over such sites and resources, Products2U is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Products2U shall not be responsible or liable in any way for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

11 Copyright, Trade Mark and other Intellectual Property Rights

You acknowledge that all original information on this site, including text, graphics, logos, pictures, audio and video clips, and software, is protected by Products2U or its affiliates' copyright, trademark, or other intellectual property rights. In addition, copyright or other intellectual property rights owned by Products2U or its content suppliers protect the compilation (including the collection, selection, coordination, and arrangement) and enhancement of any content on Products2U sites and services.

All trademarks displayed on this application belong to Products2U or their respective owners. All intellectual property rights are reserved.

12 Limitation of liability

Products2U is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for lost profits, revenue, opportunity, business, goodwill, use, data, or other intangible losses (even if Products2U has been advised or was aware of the possibility of such damages), resulting from:

- The use or the inability to use the application
- Statements or conduct of any third party on the service;
- Unauthorized access to or alteration of your transmissions or data;
- The cost remedying or procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the application or services offered via the application; or

- Any other matter relating to the application or the goods, services and information **may** made available via the application.

13 Remedies and Products2U Right of collection (?)

We may, among other things, update inaccurate or incorrect information you provide to us, contact you via non-electronic means, immediately warn our community of your actions, place a hold on credits in your Products2U account, limit topup sources and payments, limit access to a Products2U account and any or all of the account's functions, indefinitely suspend or close your account, if any of these events occur:

- You breach these Terms and Conditions
- We are unable to verify or authenticate any information you provide to us;
- We believe that your Products2U account or activities pose a significant credit or fraud risk to us;
- We believe that your actions may cause financial loss or legal liability for you, our users or us; or
- Your use of your Products2U account is deemed by Products2U, to constitute abuse of the system or a violation of Products2U's rules.

14 Legal Disputes

If you and Products2U have a dispute, our purpose is to provide you with an impartial and cost-effective means of promptly resolving the conflict. As a result, you and Products2U agree that any legal or equitable conflict or claim arising out of these Terms and Conditions or services will be addressed through mediation by a mediator mutually agreed upon in writing by you and Products2U, and if mediation fails, through litigation. Products2U highly advises users to contact Products2U directly for a resolution before resorting to either of these options.

15 Electronic Communications

You are communicating with us electronically when you visit Products2U or send us e-mails. We communicate with you via e-mail or announcements on our application. You agree to receive communications from us electronically for contractual reasons, and you agree that all agreements, notices, disclosures, and other communications that we send you electronically fulfil any legal need that such communications be in writing.

16 Alteration of Commission Rates, Products, Service or Amendments to the Conditions and Severability

At any time, we reserve the right to modify our commission rates, product listings application, policies, and these Terms & Conditions. Unless a change to those policies or these conditions is required by law or government authority, you will be bound by the policies and Terms and Conditions in effect at the time you use the application or order items from us (in which case it will apply to orders previously placed by you).

If any of these conditions is found to be invalid, void, or unenforceable for any reason, that condition will be deemed severable, and the validity and enforceability of the other conditions will not be affected. Nonetheless, the parties agree that the court should try to give effect to the parties' intentions as expressed in the provision and to construe it to the fullest extent permitted by law in order to make it legitimate and enforceable.

17 Events Beyond Our Reasonable Control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our control.

18 Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of Malaysia. You agree, as we do, to submit to the non-exclusive jurisdiction of the Malaysian courts.

19 Our details

Products2U is the trading name for Products2U Sdn. Bhd., registration number 202201004663 (1450360X). Contact details for any issues an enquiries is as follow:

Email : p2u.admin@kat.com.my

Mobile : +60193872239